

R/W 4999-1374

SUPPLEMENTAL LEASE BETWEEN STATE OF CALIFORNIA
AND CITY OF LOS ANGELES COVERING BEACH LANDS
SOUTH OF SANTA MONICA CITY

THIS LEASE AGREEMENT, made and entered into as of the third (3rd) day of August, 1949, by and between the State of California, hereinafter designated as "State", and the City of Los Angeles, hereinafter designated as "City",

W I T N E S S E T H :

THAT, WHEREAS State and City entered into that certain agreement dated the twelfth (12th) day of December, 1947, pursuant to Ordinance No. 92503, as amended by Ordinance No. 92,585, of said City; and

WHEREAS State and City entered into that certain lease agreement dated the tenth (10th) day of November, 1948, covering those certain parcels of real property described in paragraph numbered one (1) of said agreement, dated December 12, 1947, for a period of fifty (50) years commencing on the tenth (10th) day of November, 1948, and ending on the ninth (9th) day of November, 1998; and

WHEREAS State did, on the third (3rd) day of August, 1949, acquire that certain property captioned "County Master Plan - Parcel 29" in paragraph 2-A of said agreement dated December 12, 1947, more particularly described hereinafter in paragraph numbered one (1) hereof; and

WHEREAS State did, on the ninth (9th) day of April, 1951, acquire that certain property captioned "County Master Plan - Parcel 26B" in paragraph 2-A of said agreement dated December 12, 1947, more particularly described hereinafter in paragraph numbered one (1) hereof:

NOW, THEREFORE, it is mutually understood and agreed between the parties hereto as follows:

1. State, as Lessor, does hereby let, lease and demise unto City, as Lessee, all those certain parcels of real property described as follows, to wit:

All that real property located in the City of Los Angeles, County of Los Angeles, State of California described as follows:

County Master Plan - Parcel 29

That portion of the 60-foot strip of land described in Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company) recorded in Book 3805, Page 107 of Deeds, Records of Los Angeles County, extending from the northerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, to the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County;

Also,

That portion of the 60-foot strip of land described in deed to the Los Angeles Hermosa Beach and Redondo Railway Company (now Pacific Electric Railway Company), recorded in Book 1517, Page 310 of Deeds, Records of Los Angeles County, in Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, lying southwesterly of the southwesterly line of the 60-foot strip of land described in Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company) recorded in Book 3805, Page 107 of Deeds, Records of Los Angeles County and extending from the northerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, to the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County;

Also,

That portion of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, in the Rancho Sausal Redondo as per map recorded in Book 1, Pages 507 and 508 of Patents, Records of Los Angeles County, lying southwesterly of the southwesterly line of the 60-foot strip of land described in deed to the Los Angeles Hermosa Beach and Redondo Railway Company (now Pacific Electric Railway Company) recorded in Book 1517, Page 310 of Deeds, Records of said County, and extending from the northerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, to the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County;

Also,

Reviewed, as to description
Date DEC 19 1950
Lloyd Adrich, City Engineer
By R. B. HALSTED
Deputy

That portion of that certain strip of land (60' in width) described in Clause 1 in deed to Los Angeles Pacific Company (now Pacific Electric Railway Company), recorded in Book 3805, Page 107, of Deeds, Records of Los Angeles County, extending from a line that is normal to the curved westerly line of that portion of said strip of land (60' wide) located westerly of and adjacent to the intersection of Waterview Street and Vista Del Mar and that passes thru the southerly terminus of said curved westerly line, to the southwesterly prolongation of the northwesterly line of Moscow Street (60' wide) as shown on map of Playa del Rey Townsite, recorded in Book 2, Pages 65 and 66 of Maps, Records of Los Angeles County;

Also,

That certain strip of land in the City of Los Angeles, County of Los Angeles, State of California, lying between the southwesterly line of the strip of land (60' wide) described in deed to Los Angeles, Hermosa Beach and Redondo Railway Company (now Pacific Electric Railway Company) recorded in Book 1617, Page 310 of Deeds, Records of said County, and the southwesterly line of the strip of land (60' in width) described in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company) recorded in Book 3805, Page 107 of Deeds, Records of said County, and extending from the southeasterly line of Lot A, Block 56, Playa Del Rey Townsite, as per map recorded in Book 2, Pages 65 and 66 of Maps, Records of said County, to the southwesterly prolongation of the northwesterly line of Moscow Street (60' wide) as shown on map of said Playa del Rey Townsite.

EXCEPTING THEREFROM any portions which may be included within the lines of any public street;

County Master Plan - Parcel 26B

All those portions of Lots A, B, and C, Tract No. 898, as per map recorded in Book 16, Page 128 of Maps, Records of Los Angeles County, of Lot NN, Venice of America, as per map recorded in Book 6, Pages 126 and 127 of Maps, Records of said County, and of certain parcels of land described in paragraph IV of judgment had in quiet title action in Case No. 140756 of the Superior Court of the State of California, in and for the County of Los Angeles, a copy of said judgment is recorded in Book 5690, Page 359, Official Records of said County, said lands being more particularly described as a whole within said judgment as follows:

Commencing at a point located 209 feet westerly from the most southerly corner of Lot 5, Block 5 of Country Club Tract as per map of said Tract recorded in Book 3, Page 76 of Maps, Records of Los Angeles County, upon the northerly line produced westerly of Horigon Avenue; thence southerly along the line of ordinary high water mark of the Pacific Ocean to a point in the northerly line of Zephyr Avenue produced westerly and distant 232 feet

from the most southerly corner of Lot 5, Block A of Venice of America as per map of said Tract recorded in Book 6, Pages 126 and 127 of Maps, Records of said County; thence continuing southerly along said ordinary high water mark of Pacific Ocean to a point in the northerly line in Windward Avenue produced westerly and distant 225 feet from the most southerly corner of Lot 2, Block 1 of said Venice of America; thence continuing along said high water mark southerly to a point on the northerly line of Lorelei Avenue produced and distant 168 feet westerly from the most southerly corner of Lot 4, Block 2 of said Venice of America; thence easterly along said northerly line of Lorelei Avenue produced a distance of 148 feet to a point, said point being on a line parallel to and 10 feet westerly of the easterly line and its southerly prolongation of Lot A, B, and C, Tract No. 898, as per map recorded in Book 16, Page 128 of Maps, Records of said County; thence northerly along said parallel line a distance of 77 feet to a point; thence leaving said parallel line northerly a distance of 12.19 feet to a point in the easterly line of said Lot C of said Tract 898; thence northerly along the easterly line of said Lots A, B, and C, Tract 898 and the prolongations thereof to a point in the northerly line of said Horizon Avenue produced westerly; thence westerly along said northerly line of Horizon Avenue produced westerly to the place of beginning

The above mentioned streets are as shown on said map of Venice of America.

2. The term of this lease shall be for the period beginning on the third (3rd) day of August, 1949, and ending on the ninth (9th) day of November, 1998.

3. During the term of this agreement the City shall pay, or cause to be paid, all costs for park, playground and recreational purposes for the developing, improving, maintaining, operating, controlling and using of said beach lands hereby leased and demised to the City, and the State shall not, during the term hereof, be liable for any of said costs for said purposes.

4. City shall have the right to manage, improve, develop, maintain, operate, and control any and all of the said lands hereby leased and demised to said City, and said City shall be the judge of the necessity for, and may place or cause to be placed therein or thereon,

any structures, improvements, buildings, additions or alterations, to present or future structures as said City may deem desirable to develop the said lands for the use, enjoyment and protection of the general public, provided however that such use and development of said lands shall conform to standards prescribed by any and all State laws applicable to State Beach Parks

5. During the term hereof the City is hereby authorized to grant such concessions as are consistent with the purposes of this agreement to the end that greater use and enjoyment of said lands may be provided all citizens of the State of California and all other persons entitled to use and enjoy said lands for the purposes set out in this agreement; and upon the granting of any such concessions the rights of the public shall thereupon become subject to such concession agreements, and to such rules and regulations as may be promulgated by the City relative thereto, provided, however, any such concession shall be granted and administered in accordance with standards prescribed by State Laws applicable to State Beach Parks.

6. Said City may make such charges, fees or collections relative to any concessions granted or special services or accommodations provided for the public as said City may deem fit and proper, and any collections, fees, charges or profits from any operation relative to said lands shall inure to said City and be deposited in the City Treasury, for use by the City for only recreation and park purposes.

7. Any fixtures, structures, buildings, or additions thereto, placed by the City in or upon any of the lands hereby leased and demised to the City after the effective date of this lease shall remain the property of said City, and the City may remove the same at any time during the term hereof, or, at the City's option, may remove any or all of the same within a reasonable time after termination of this agreement or any extension or renewal hereof, provided, however, that State, at its option, may require City to leave any or all such improvements and structures in place upon written notice to City by State of its election to exercise such option not less than one (1) year prior to termination of this agreement as provided herein, and provided further that should State so elect, State shall reimburse City the fair market value of any such improvements and structures retained by State; said value to be

determined by appraisers mutually agreed upon.

8. This lease agreement is supplementary to, and in furtherance of, the agreements between the City of Los Angeles and the State hereinabove referred to.

9. Notwithstanding anything herein contained to the contrary, this agreement may be terminated, extended or renewed, or the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.

10. Each and all of the terms and provisions hereof shall inure to the benefit of and also bind the successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement in quadruplicate as of the day and year first hereinabove written.

APPROVED:

[Signature]
Deputy Director-Comptroller
Director of Natural Resources

STATE PARK COMMISSION of the
State of California

By *[Signature]*
Chairman

APPROVED:

JAMES S. DEAN
Director of Finance of the
State of California

ATTEST:

[Signature]
Executive Secretary

[Signature]
ADMINISTRATIVE ADVISER

CITY OF LOS ANGELES, a
municipal corporation,
Board of Recreation and
Park Commissioners

ATTEST:

[Signature]
City Clerk
City of Los Angeles

By *[Signature]*
President

By *[Signature]*
Secretary

CITY OF LOS ANGELES, a
municipal corporation

By *[Signature]*
Mayor

DEPARTMENT OF FINANCE
APPROVED
MAY 24 1952

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

ss.

ON THIS 30th day of April in the year of our Lord nineteen hundred and fifty-two before me, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Hitcher Pearson, known to me to be the Mayor, and Water C. Peterson, known to me to be the City Clerk of the City of Los Angeles, the Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Floyd M. Rathwell
Notary Public in and for Los Angeles County, State of California.

STATE OF CALIFORNIA,
COUNTY OF Los Angeles

ss.

ON THIS 30th day of April A. D., 1952, before me, FLOYD M. RATHWELL, a Notary Public in and for the said County and State, personally appeared Mrs. William J. Wilson, known to me to be the President, and Arthur L. Woolley, known to me to be the Secretary of the Board of Recreation and Park Commissioners of the City of Los Angeles, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Floyd M. Rathwell

STATE OF CALIFORNIA,
COUNTY OF ALAMEDA

ss.

On this 13 day of May, 1952, before me a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared J. R. KNOWLAND, known to me to be the Chairman of the State Park Commission of the State of California, the body politic and sovereign that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said State of California and acknowledged to me that said State of California executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

Sam H. Smith
Notary Public in and for the County of Alameda, State of California